

SUMMARY: The document below is the copy on the Close Rolls of the indenture, dated 7 October 1601, by which Nicholas Brend (d. 12 October 1601), in consideration for payment of his debts of £1478 and for £250 paid to him by John Collett, conveyed certain properties in Southwark in Surrey in trust to Sir Mathew Browne and John Collett, including the land on which the Globe was built. The indenture below specifically mentions the playhouse, and Richard Burbage and William Shakespeare, gentlemen, as lessees. For the will of Nicholas Brend, dated 10 October 1601 and proved 6 November 1601, see TNA PROB 11/98, ff. 325-6.

Nicholas Brend leased the ground on which the Globe was built by lease dated 21 February 1599 to Richard Burbage (1568-1619), Cuthbert Burbage (1564/5-1636), William Kempe, Augustine Phillips (d.1605), Thomas Pope (d.1603) John Heminges (1566-1630) and William Shakespeare (1564-1616) of Stratford upon Avon (see TNA REQ 4/1/2):

*for the said gardens and grounds whereupon the said playhouse & galleries were afterwards builded were demised & letten by the said Nicholas Brend by his indenture of lease tripartite bearing date in or about the 21st day of February in the 41st year of the reign of the late Queen Elizabeth [=21 February 1599] unto Cuthbert Burbage, Richard Burbage, William Shakespeare, the said Augustine Phillips, Thomas Pope, the said John Heminges, one of the said defendants, and William Kempe, to have and to hold the one moiety of the said garden plots and ground to the said Cuthbert Burbage and Richard Burbage, their executors, administrators & assigns, from the feast of the birth of Our Lord God last past before the date of the said indenture [=25 December 1598] unto the end & term of 31 years from thence next ensuing [=24 December 1629] for the yearly rent of seven pounds & five shillings, and to have & to hold the other moiety of the said garden plots & grounds unto the said William Shakespeare, Augustine Phillips, Thomas Pope, the said John Heminges, one of the said defendants, & William Kempe, their executors, administrators & assigns, from the said feast of the birth of Our Lord God then last past before the date of the said indenture unto the said full end & term of 31 years from thence next ensuing for the like yearly rent of seven pounds & five shillings.*

Nicholas Brend was the son of Thomas Brend (d.1598), and his first wife, Margery. For the will of Thomas Brend, see TNA PROB 11/93, ff. 270-1. For the inquisition post mortem taken on 17 May 1599 after the death of Thomas Brend in which Nicholas Brend is said to have been 37 years of age or more at the time of Thomas Brend's death, see TNA C 142/257/68. In the inquisition the Globe is described as:

*one house newly built with a garden to the same appertaining in the parish of Saint Saviour's aforesaid in the county of Surrey aforesaid in the occupation of William Shakespeare and others.*

Nicholas Brend's trustee, Sir Matthew Browne of Betchworth in Dorking, Surrey, was the son of Sir Thomas Browne (d.1597) of Betchworth and his first wife, Mabel Fitzwilliam (see Richardson, Douglas, *Plantagenet Ancestry*, (Baltimore, Maryland:

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Genealogical Publishing, 2004), pp. 161-2). For the will of Sir Matthew Browne, dated 2 August 1603 and proved 19 April 1608, see TNA PROB 11/111, f. 267.

The testator's trustee, John Collett, was the brother of Nicholas Brend's step-mother, Mercy (nee Collett) Bodley Brend (d.1597).

Sir John Bodley of Streatham (d.1623?), also mentioned in the indenture, was the son of Francis Bodley (d.1566), citizen and fishmonger of London, and his wife, Mercy (nee Collett) Bodley (d.1597). After Francis Bodley's death, his widow, Mercy (nee Collett) Bodley, married, as his second wife, Nicholas Brend's father, Thomas Brend (d.1598). For the will of Francis Bodley (d.1566), see TNA PROB 11/48, ff. 313-14.

For a discussion of the financial arrangements made by Nicholas Brend with Sir Matthew Browne, John Collett and Sir John Bodley in the days immediately preceding his death, see Berry, Herbert, *Shakespeare's Playhouses*, (New York: AMS Press, 1987), pp. 87-8.

For Nicholas Brend's marriage to Margaret Strelley without his father's consent, see Berry, pp. 84-5. Margaret (nee Strelley) Brend was a cousin of the courtier John Stanhope (c.1540-1621), 1st Baron Stanhope, and his sister, Lady Jane (nee Stanhope) Townshend Berkeley (see Berry, p. 85), who were related to Oxford by marriage. For a fuller discussion of the relationship between Margaret (nee Strelley) Brend, her Stanhope cousins and Oxford, see the will of Nicholas Brend and the Stanhope wills on this website.

One of those to whom Nicholas Brend owed money named in the schedule of debts below was Mary Radcliffe (c.1550-1617/18), one of the ladies of the Queens' Privy Chamber. According to the entry in the *Oxford Dictionary of National Biography*, available online, she was one of the four daughters and two sons of Sir Humphrey Radcliffe of Elstow, Bedfordshire (1508/9-1566), and his wife, Isabella, daughter of Edmund Harvey and his wife, Margaret Wentworth.

For Nicholas Brend's recognizance to Sir Mathew Browne and John Collett in the amount of £2500 as security for performance of the indenture below, see TNA C 54/1705, mm. 24-5. For Nicholas Brend's indenture of 10 October 1601 conveying the properties mentioned in the indenture below and the inn called the Star and other properties in Bread Street in London to Sir Mathew Browne and John Collett, see TNA C 54/1682, mm. 10-11.

claus de anno Eliz{abeth} R{egine} xliijo

LM: Brend et Browne mil{es} et al{i}j

This indenture made the seventh day of October 1601 and in the three and fortieth year of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France

and Ireland, Defender of the Faith etc., between Nicholas Brend of West Molesey in the county of Surrey, esquire, on thone party, and Sir Mathew Browne of the Castle of West Betchworth in the said county of Surrey, knight, and John Collett, citizen and Merchant-Taylor of London, on thother party;

Witnesseth that whereas the said Sir Mathew Browne and John Collett and John Bodley of Streatham in the foresaid county of Surrey, gentleman, or some one or moe of them together with the said Nicholas Brend, at the special instance and request and for th' only debt of the said Nicholas Brend, by certain several obligations under their hands and seals whereof mention is made in a schedule indented to these presents annexed, are and stand jointly and severally bounden to the several persons in the said schedule named for true payment of the several debts and sums of money in the said schedule mentioned and in the conditions of the said obligations specified, which togethers do amount to the full sum of one thousand four hundred threescore and eighteen pounds of lawful money of England to be paid at several days and places of payment in the conditions of the same obligations specified, as by the said obligations & the conditions thereof, whereunto, if due relation be had, more plainly and at large it doth and may appear;

And whereas the said Sir Mathew Browne, John Collett and John Bodley are minded & contented that they or some of them shall or will hereafter become bound for the said Nicholas Brend as occasion shall require for the prolonging or continuing at interest of every or any of the said debts or sums of money or any part of them or any of them, or otherwise for the taking up or furnishing of any other sum or sums of money to pay or satisfy any the said debts or sums of money or for any other necessary cause of the said Nicholas;

Now the said Nicholas Brend, as well for the security, indemnity and discharge to be had of the said Sir Mathew Browne, John Collett and John Bodley and every of them, their and every of their heirs, executors & administrators and every of them, of and for all and every the several obligations, debts and sums of money in the said schedule mentioned or specified and all others wherein or for payment whereof the said Sir Mathew Browne, John Collett and John Bodley or any one or moe of them shall hereafter enter or become charged or bound at the request or for the debt of the said Nicholas Brend, as also for and in consideration of the sum of two hundred and fifty pounds of lawful money of England to him, the said Nicholas Brend, before th' ensealing and delivery of these presents by the said John Collett truly paid, whereof and wherewith the said Nicholas acknowledgeth himself truly paid and satisfied, and thereof and of every part and parcel thereof doth clearly discharge the said John Collett, his heirs, executors and assigns, forever by these presents, as also for and in consideration of the sum of five shillings of like money to him, the said Nicholas Brend, beforehand paid by the said Sir Mathew Browne, hath granted, bargained, sold, aliened and confirmed and by these presents doth fully, clearly and absolutely grant, bargain, sell, alien and confirm unto the said Sir Mathew Browne and John Collett, their heirs & assigns, forever, all those messuages, tenements, houses, edifices, buildings, chambers, rooms, playhouse, gardens, orchards, void grounds and other lands & hereditaments whatsoever with all and singular their appurtenances now or late in the several tenures or occupations of Francis Carter, tanner, John Oldfield, tanner,

Hugh Tucker, waterman, John Kone, dyer, Henry Draper, beer-brewer, Avery Butcher, waterman, Hendrick Sturman, armourer, Nicholas Zetchwell, baker, John Treherne, gentleman, George Archer, porter, Laurence Bush, draper, John Johnson, tailor, John Knolles, Abraham Campion, beer-brewer, Richard Burbage and William Shackspeare [=Shakespeare], gentlemen, John Bingham, saddler, and Robert Bromfield, gentleman, and of every or any of them, their and every or any of their assign or assigns, or in the tenure, manurance, holding or occupation of any other person or persons whatsoever situate, lying and being in Maiden Lane in the parish of St Saviour alias St Mary Overies in Southwark in the said county of Surrey;

And all other the messuages, lands, tenements and hereditaments whatsoever now or late of the said Nicholas Brend situate, lying and being in the said parish of Saint Saviour alias Saint Mary Overies in Southwark aforesaid in the said county of Surrey;

And the reversion & reversions, remainder and remainders whatsoever of the said messuages, lands, hereditaments and other the premises and every of them and every part and parcel thereof;

And all rents and yearly profits and sums of money whatsoever reserved or payable upon or by force of any demise, lease or grant, leases or grants made or granted of the said premises and of every or any of them or of any part or parcel thereof;

Together with all and singular deeds, evidences, charters, escripts, writings, fines, exemplifications, counterparts of leases and muniments whatsoever concerning only the said premises or any of them or only any part or parts thereof;

All which, together with the true copies of all such other deeds, writings and muniments whatsoever which the said Nicholas Brend or any other to his use or by his delivery now have or hath or at any time had concerning the said premises or any of them or any part or parts thereof amongst any other lands or hereditaments he, the said Nicholas Brend, for himself, his heirs, executors and administrators, covenanteth and granteth by these presents to and with the said Sir Mathew Browne and John Collett truly and safely to deliver or cause to be delivered to the said Sir Mathew Browne and John Collett, their heirs or assigns, whole, uncanceled and undefaced at or before the twentieth day of May next ensuing the date of these presents without fraud or further delay;

To have, hold and enjoy all and every the said messuages, tenements, houses, edifices, playhouse, yards, orchards, gardens, lands, hereditaments and all other the premises by these presents bargained and sold or herein mentioned or meant to be hereby bargained and sold and every part and parcel thereof unto the said Sir Mathew Browne and John Collett, their heirs and assigns, to and for the proper use and behoof of the said Sir Mathew Browne and John Collett & of their heirs and assigns forever;

And the said Nicholas Brend, for him, his heirs, executors and administrators and for every of them, doth covenant and grant to and with the said Sir Mathew Browne and John Collett and either of them, their and either of their heirs and assigns, by these presents in

manner and form following, that is to say, that notwithstanding any act or acts to the contrary thereof heretofore made, done, committed or willingly suffered by the said Nicholas Brend and Thomas Brend, deceased, father of the said Nicholas, or by either of them, or hereafter to be made, done, committed or willingly suffered by the said Nicholas Brend, he, the said Nicholas Brend, at th' ensealing and delivery of these presents is and until the time that th' estate by conveyance or assurance of the premises hereupon or by virtue hereof first shall be made, executed and vested to and in the said Sir Mathew Browne and John Collett and their heirs, shall stand and be lawfully, rightfully and solely seised in his demesne as of fee of and in all and singular the said messuages, tenements, houses, buildings, playhouse, yards, gardens, orchards, void grounds, hereditaments and all other the premises by these presents bargained and sold or mentioned or meant to be bargained and sold, and of every part and parcel thereof, of a good, lawful, sole, rightful and indefeasible estate in the law in fee simple to and for th' only use and behoof of the said Nicholas Brend and of his heirs and assigns forever absolutely, without any manner of condition, limitation of use or uses or other matter or thing whatsoever to alter, determine or defeat the same estate, and now hath and then shall have in himself in his own right full power, good right and lawful interest and ability to bargain, sell, convey and assure all the said premises and every part and parcel thereof to the said Sir Mathew Browne and John Collett, their heirs and assigns, forever in manner and form aforesaid;

And also that the said messuages, tenements, houses, buildings, playhouse, yards, gardens, void grounds, lands, hereditaments and all other the premises by these presents bargained and sold or herein mentioned or meant to be hereby bargained and sold and every part and parcel thereof at th' ensealing and delivery of these presents are and be and so from henceforth forever shall or may continue and be to the said Sir Mathew Browne and John Collett, their heirs and assigns, not only free and clear and freely and clearly acquitted, exonerated and discharged of and from all and singular bargains, sales, gifts, grants, leases, mortgages, statutes, recognizances, judgments, extents, executions, fines, foeffments, uses, entails, annuities and rentcharges whatsoever made, done, committed, knowledged or willingly or wittingly suffered by the said Nicholas Brend and Thomas Brend or either of them, or hereafter to be made, done or committed or wittingly or willingly suffered by the said Nicholas, his heirs or assigns, except only as is hereunder in these presents excepted, but also shall be from time to time and at all times hereafter forever well and sufficiently saved and kept harmless by the said Nicholas, his heirs, executors or administrators, of and from all and singular jointures, dowers and other charges, estates, titles, troubles and encumbrances whatsoever had, made, committed, done, caused, procured or suffered or to be had, made, committed, done, caused, procured or suffered by the said Nicholas and Thomas Brend or either of them or the heirs or assigns of either of them, or by any other person or persons by or through their or any of their act, means, estate, right, title or interest, the rents and services from henceforth to become due to be paid and done for the premises to the chief lord or lords of the fee or fees thereof by reason or in respect only of his or their seigniori or seignories and all lawful leases and estates for years heretofore made or granted by the said Nicholas and Thomas Brend or by either of them of the said premises or of any part or parts thereof to any person or persons for any term or terms of years whereof there is not now to come of any of the said leases or terms above the number of thirty years to

have continuance from the date hereof and whereupon such several rents are reserved and shall be yearly due and payable to the said Sir Mathew Browne and John Collett, their heirs and assigns, during the continuance of the several terms and estates respectively whereupon the same are reserved as do amount in the whole, together with the yearly rents of the premises not letten in lease, to the full and clear yearly rent and value of fourscore and ten pounds per annum of lawful money of England only except and forprised;

Provided always & it is expressly conditioned that if the said Nicholas Brend, his heirs, executors or administrators or some of them, do from time to time and at all times hereafter forever clearly acquit and discharge or else well and sufficiently save and keep harmless the said Sir Mathew Browne, John Bodley & John Collett and every of them, their and every of their heirs, executors & administrators and every of them, and all their and every of their lands, tenements, hereditaments, goods, chattels and possessions and every part thereof of, for, from and concerning all and singular the obligations, debts and sums of money whatsoever in the said schedule mentioned or specified and of every part thereof, and of, for, from and concerning all and every other bonds, obligations, debts and sums of money whatsoever wherein or for payment whereof the said Sir Mathew Browne, John Bodley and John Collett and every or any one or moe of them shall hereafter enter or become charged or bound at the request or for the debt of the said Nicholas Brend, and of, for and from all actions, suits, judgments, executions, costs, losses, forfeitures, troubles, damages and demands whatsoever which shall or may arise, grow or happen for, by reason of or concerning the said bonds, obligations, debts and sums of money and every or any of them or any part or parts of them or of any of them in any manner of wise, and if also the said Nicholas Brend, his heirs, executors, administrators or assigns, do well and truly pay or cause to be paid to the said John Collett, his executors, administrators or assigns, the full sum of two hundred and fifty pounds of lawful money of England at or in the now dwelling-house of Robert Bankworth, scrivener, situate in Bow Lane in London on the thirteenth day of January next ensuing the date of these presents without fraud or further delay, that then and from thenceforth these presents and the grant, bargain, sale, conveyance and assurance hereby made of all the said premises & every covenant, matter and thing herein contained on the part of the said Nicholas Brend to be performed shall be utterly frustrate, void and of none effect to all intents and purposes as if the same had never been made, and at all times after it shall and may be lawful to and for the said Nicholas Brend, his heirs and assigns, into the said premises wholly to re-enter, these presents or anything herein contained to the contrary thereof in any wise notwithstanding;

And the said Nicholas Brend, for him, his heirs, executors and administrators and for every of them, doth also covenant, promise & grant to and with the said Sir Mathew [-Mathew] Browne and John Collett and either of them, their heirs and assigns, by these presents that if default shall happen to be made of or in the payment of the said sum of two hundred and fifty pounds by these presents limited to be paid to the said John Collett, his executors or assigns, or of any part or parcel thereof contrary to the form aforesaid, or if the said Sir Mathew Browne, John Bodley and John Collett or any of them, their or any of their heirs, executors or administrators or any of them, shall in any wise hereafter be

lawfully damnified by reason or force of or concerning any the bonds, obligations, debts or sums of money wherein or for payment whereof the said Sir Mathew Browne, John Bodley and John Collett or any one or moe of them are entered or become bound or hereafter shall enter or become charged or bound at the request or for the debt of the said Nicholas Brend, or of, for or concerning any part or parts thereof, or by reason or force of any action, suit, trouble, judgment or execution which shall happen hereafter to be brought, taken or prosecuted upon or concerning the said bonds, obligations, debts or sums of money or any of them or any part or parts of them or of any of them, or if otherwise the said proviso or condition shall happen to be infringed or broken, that then and at all times after during the space of seven years then next ensuing he, the said Nicholas Brend, and his heirs, and Margaret, his wife, and every of them, and every other person and persons and their heirs having or lawfully claiming or which shall or may have or rightfully claim to have any lawful estate, right, title, interest or demand of, in, to or out of the said messuages, lands, tenements or hereditaments and other the premises or any of them or any part or parts thereof, other than such person and persons as shall lawfully and rightfully claim by force of the said several leases and estates before herein excepted for or in respect only of the said leases and estates according to the several tenors thereof only & not otherwise, shall and will upon the reasonable request and at the costs and charges in the law only of the said Sir Mathew Browne and John Collett or either of them, their or either of their heirs or assigns, do, make, knowledge and execute and cause, procure and suffer to be made, done, knowledged and executed all and every such further lawful and reasonable act and acts, device & devices, thing and things in the law whatsoever for the further, better and more perfect conveying, assuring and sure making of all the said lands, hereditaments and other the premises to the said Sir Mathew Browne and John Collett, their heirs and assigns, to th' only use and behoof of the said Sir Mathew Browne and John Collett, their heirs and assigns, forever absolutely without any condition as by the said Sir Mathew Browne and John Collett or either of them, their or either of their heirs or assigns, or by their or any of their counsel learned in the law shall be lawfully and reasonably advised or devised and required, all which further acts, conveyances and assurances shall be and shall be adjudged, deemed and taken to be to and for th' only use and behoof of the said Sir Mathew Browne and John Collett, their heirs and assigns, forever absolutely without any manner of condition, and to none other use, intent or purpose whatsoever;

And further it is covenanted, granted, concluded, condescended and fully agreed by and between the said parties to these presents that it shall and may be lawful to and for the said Nicholas Brend, his hieires [sic] and assigns, to hold and enjoy all the said messuages, tenements, lands, hereditaments and other the premises hereby bargained and sold and every part thereof, and to receive, take and enjoy to his and their proper uses all the rents, issues and profits thereof from time to time coming, arising or increasing from henceforth until default of payment shall happen to be made of or in the payment of the said sum of two hundred & fifty pounds hereby limited to be paid to the said John Collett, his executors or assigns, or of some part or parcel thereof contrary to the form aforesaid, or until such time that some [-some] other breach shall happen to be made of the said proviso or condition herein above specified or of some part or parcel thereof, without any lawful let or interruption of or by the said Sir Mathew Browne & John Collett or either of

them, their or either of their heirs or assigns, and without any account therefore or for any part thereof to him, them or any of them to be yielded or given, anything before herein contained to the contrary thereof in any wise notwithstanding;

In witness whereof the said parties to these present indentures interchangeably have set their hands and seals, given the day & year first above-written.

LM: Scedula

The schedule whereof mention is made in the indenture whereunto this schedule is annexed, and herein are mentioned and specified certain several obligations wherein Sir Mathew Browne, knight, John Bodley and John Collett in the said indenture named, or some one or more of them, stand jointly and severally bounden together with Nicholas Brend in the said indenture also named, at the request and for the debt of the said Nicholas, for payment of the particular debts and sums of money herein mentioned or specified, videlicet:

Inprimis, by one obligation to John Scott of the Inner Temple, London, esquire, with condition for payment of two hundred threescore and two pounds ten shillings of lawful money of England at a certain day already past, the bond depending forfeited;

Item, by one obligation to William Playstowe of Pyrford in the county of Surrey, gentleman, with condition for payment of two hundred threescore and two pounds and ten shillings of like money at a day also past, the bond depending forfeited;

Item, by one obligation to Mary Maylard, widow, with condition for payment of one hundred & five pounds at a day already past, the bond depending forfeited;

Item, by one obligation to Richard Rodes of London with condition for payment of fifty-two pounds and ten shillings on the (blank) day of February now next coming;

Item, by one obligation to Thomas Millard of London with condition for payment of one hundred and five pounds at a day past, the bond depending forfeited;

Item, by one obligation to John Treherne, one of her Majesty's Yeoman Porters, with condition for payment of one hundred two pounds and ten shillings on the eight day of November next coming;

Item, by one obligation to Mistress Mary Ratcliffe [=Radcliffe] of her Majesty's Privy Chamber with condition for payment of one hundred and five pounds on the nine and twentieth day of this present month of October 1601;

Item, by one obligation to John (blank), servant to the said Mistress Ratcliff, with condition for payment of one hundred and five pounds on the said nine & twentieth day of October;

Item, by one obligation to Jonas Rigden with condition for payment of one hundred and five pounds at the house of Thomas Blathwait, scrivener, in Bow Lane, London, on the third day of November next coming;

Item, by one obligation to the said John Scott or to some other to the use of Mistress Sackford [=Seckford] with condition for payment of one hundred and five pounds on the last day of August now last past, the bond depending forfeited;

Item, by one obligation to (blank) Partridge of London, scrivener, with condition for payment of one and thirty pounds and ten shillings on the fifteenth day of December now next coming;

Item, by one obligation to Thomas Fletcher of London with condition for payment of one and thirty pounds and ten shillings on the fourteenth day of August last past, the bond depending forfeited;

And by one obligation to Master Caldwell, vintner, with condition for payment of one hundred and five pounds at the house of th' aforesaid Thomas Blathwayte on the four and twentieth day of December now next coming;

Sum{m}a total{is} of all the debts above-mentioned amounteth to one thousand four hundred threescore & eighteen pounds.

Et memorand{um} q{uo}d octauo die Octobris Anno sup{ra}scr{ipto} p{re}fatus Nicholaus Brend Armig{er} venit coram d{ic}t{a} d{omi}na Regina in Cancellar{ia} sua et recognouit Indentur{am} & Scedulam pr{re}ict{as} ac om{n}ia et singula in eisdem content{a} & sp{ec}ificat{a} in forma sup{ra}dict{a} Irr{otulatur} secundo die Martij A{nn}o R{egis} R{egine} Eliz{abete} xliiij<sup>o</sup> Ex{amin}a{tur}

[=And be it remembered that on the eighth day of October in the year above-written the forenamed Nicholas Brend, esquire, came before the said Lady Queen in her Chancery and acknowledged the indenture & schedule aforesaid and all and singular in the same contained & specified in form abovesaid. Enrolled the second day of March in the 44th year of the reign of Queen Elizabeth. Examined.]